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#### Contract Database Metadata Elements

Title: **New York Public Library and District Council 37, AFSCME, AFL-CIO, Local 1930 (2008) (MOA)**

Employer Name: **New York Public Library**

Union: **District Council 37, AFSCME, AFL-CIO**

Local: **1930**

Effective Date: **03/03/08**

Expiration Date: **03/02/10**

PERB ID Number: **10167**

Unit Size:

Number of Pages: **66**

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**RECEIVED**  
**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

DEC 16 2011

**ADMINISTRATION**

**AGREEMENT BETWEEN  
THE NEW YORK PUBLIC LIBRARY  
AND LOCAL 1930, DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO**

**EFFECTIVE MARCH 3, 2008 UNTIL MARCH 2, 2010**



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**Addendums:** Memorandum of Agreement regarding Library Site Manager position

Letter of Agreement regarding Collections Processing titles

Recognizing that The New York Public Library and its staff members mutually desire the best possible library services for its users, and whereas the Library collects, catalogs, preserves, and provides access to materials so that the Library may serve users today and in the future, this Collective Bargaining Agreement is entered into this <sup>2<sup>nd</sup></sup> day of July, 2009 to be effective as of the first day of March 3, 2008, by and between THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATION, organized under the laws of the State of New York, hereinafter called the "Library", and Local 1930 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO and DISTRICT COUNCIL 37 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union".

## ARTICLE I RECOGNITION

Section I. The Library recognizes the Union as the representative of, and this Agreement shall apply to, the staff members in the titles listed below, who have submitted check-off authorizations or who make required payments of dues directly to the Union pursuant to Article III of this Agreement, with certain exceptions involving supervisory or confidential positions:

- Accounting Clerk I - Level I
- Accounting Clerk II - Level II
- Accounting Clerk III - Level III
- Art Handler (see attached Memorandum of Agreement)
- Assistant to Systems Support Officer
- Audio Visual Aid Technician (provided no other union presently represents the incumbents of this title)
- Cashier
- Clerk Stenographer
- Clerk Typist I
- Clerk Typist II - Level I
- Clerk Typist II - Level III
- Clerk Typist III - Level II
- Clerk Typist III - Level III
- Clerk Typist IV - Level I (with exceptions)
- Collections Processing Assistant I
- Collections Processing Assistant II
- Collections Processing Associate
- Community Liaison Assistant
- Computer Operator I - III
- Computer Operator Trainee
- Computer Service Assistant
- Conservation Assistant

Conservation Specialist  
Conservation Technician  
Film Video Historian  
Illustrator  
LB Systems Support Associate  
Librarian  
Librarian I  
Librarian II  
Librarian III  
Librarian IV  
Library Administrative Assistant  
Library Administrative Associate  
Library Information Assistant  
Librarian Trainee  
Library Clerical Assistant I  
Library Clerical Assistant II - Level I  
Library Clerical Assistant II - Level III  
Library Manager  
Library Technical Assistant I - IV  
Manager, Audio Book Studio  
Office Aide I  
Office Aide II  
Office Aide III  
Office Appliance Operator  
Office Associate I (with exceptions)  
Office Associate II  
Office Associate III (with exceptions)  
PC/LAN Support Technician Level I - II  
PC Maintenance Technician  
Personnel Assistant  
Personnel Records Clerk - Level II  
Personnel Records Clerk - Level III  
Principal Librarian  
Programmer  
Programmer Trainee  
Proofreader  
Public Relations Assistant  
Purchasing Assistant - Level I  
Secretary I  
Secretary II (with exceptions)  
Senior Collections Processing Associate  
Senior Illustrator  
Senior Librarian  
Senior Programmer  
Senior Systems Analyst  
Specialist I

Specialist II  
 Specialist III  
 Specialist IV  
 Statistical Clerk  
 Stenographer  
 Stenographic/Secretarial Associate (with exceptions)  
 Stenographer/Secretary - Level II (with exceptions)  
 Supervising Audio Technician  
 Supervising Librarian  
 Supervising Proofreader  
 Systems Analyst  
 Systems Analyst Trainee  
 Telecommunications Technician  
 Telephone Operator - Level II  
 Telephone Operator - Level III

The following positions comprise the exceptions excluded from the bargaining unit:

Clerk Typist IV - Level I	- President's Office
Office Associate I (2)	- Office of The Branch Libraries
Office Associate I	- Human Resources Department Employment and Placement Office
Office Associate I	- Human Resources Department Employment and Placement Office
Office Associate III	- Human Resources Department Employment and Placement Office
Office Associate III	- Human Resources Department Personnel Records Office
Secretary II	- Public Relations Office Secretary to Manager
Secretary II	- Director's Office
Secretary II	- Library Information and On-line Systems Processing Office Secretary to Manager
Secretary II	- Human Resources Department Employment and Placement Office
Secretary II	- Human Resources Department Benefits Office
Secretary II	- Preparation Services Secretary to Associate Director
Secretary II	- Humanities and Social Sciences Research Center Secretary to Associate Director
Secretary II	- Research Libraries Administrative Office
Senior Librarian	- Office of The Branch Libraries



Stenographer/Secretary-Level II	- Office of The Branch Libraries - Secretary to Coordinator of Administrative Services
Stenographer/Secretary-Level II	- Bronx Borough Office- Secretary to Bronx Borough Coordinator
Stenographer/Secretary-Level II	- Manhattan Borough Office - Secretary to Borough Coordinator
Stenographer/Secretary-Level II	- Staten Island Borough Office Secretary to Staten Island Borough Coordinator
Stenographic/ Secretarial	- Mid-Manhattan Library- Associate Secretary to Chief Librarian
Stenographic/ Secretarial	- Office of The Branch Libraries- Associate Secretary to Assistant Director
Supervising Librarian	- Technical Services Administration
Supervising Librarian	- Technical Services - Associate Director, Material Acquisition Office
Library Administrative Assistant	- Schomburg Center for Research in Black Culture/Public Affairs and Development (2 positions)
Library Administrative Assistant	- Accounting Office
Library Administrative Associate	- Development Office
Library Administrative Associate	- The Schomburg Center for Research in Black Culture/Public Affairs and Development (2 positions)
Library Administrative Associate	- Staten Island Borough Office
Library Administrative Associate	- Purchasing Office (3)
Library Administrative Associate	- Technical and Computer Services, The Branch Libraries

For the purpose of this Agreement, the term "staff member" shall not include a person employed on a temporary basis or compensated on the basis of per diem, per hour, honorarium or lump sum contract.

SECTION 2. The Library agrees that during the term of this Agreement it will not recognize any other union as the representative of the staff members (as defined in Section 1). It is agreed by the parties hereto that nothing in this Agreement shall be construed as requiring any staff member to join the Union. The right of any staff member to join any union of his or her choice or to refrain from joining any union is recognized by the parties to this Agreement.

The Library shall not interfere with the right of any person in its employ to become a member of the Union, if he or she so desires, and the Library shall not discriminate against, interfere with, or coerce any staff member because of his or her membership in the Union.

The Union shall not interfere with, or coerce any person employed by The Library in any capacity with respect to Union membership. The Union shall not engage in collection of penalties or assessments, solicitations of members, or drives for membership during working hours. However, any District Council 37 staff member may confer with Library staff in branch library staff rooms during the staff member's own time provided there is no objection by other staff members present.

Nothing herein shall be construed to preclude or restrict the right of each person in the Library's employ, whether a member of the Union or not, to confer directly with the Library, or the right of the Library to confer directly with any such person, on any matter relating to terms and conditions of employment or otherwise.

Section 3. Pursuant to the Memorandum of Agreement between the Library and Local 1930, DC 37, AFSCME, AFL-CIO, the terms of that Library Site Manager Memorandum of Agreement dated September 15, 2008, and attached hereto as Appendix A, are hereby incorporated into this Collective Bargaining Agreement. To the extent that there is any difference in terms between Appendix A and any other part of this Collective Bargaining Agreement, Appendix A governs.

Section 4. Pursuant to the Letter of Agreement between the Library and Local 1930, DC 37, AFSCME, AFL-CIO, the terms of that Collections Processing Letter of Agreement dated January 23, 2009, and attached hereto as Appendix A, are hereby incorporated into this Collective Bargaining Agreement. To the extent that there is any difference in terms between Appendix A and any other part of this Collective Bargaining Agreement, Appendix A governs.

## **ARTICLE II NON-DISCRIMINATORY POLICY**

The Library and the Union do not and shall not discriminate against any staff member or applicant for employment because of race, color, religion, sex, age, national origin, citizenship status, marital status, sexual orientation, disability, veteran status, political affiliation or any other characteristic protected by law with respect to wages, hours, or any terms or conditions of employment, including but not limited to recruitment, employment, appointment, promotion, transfer, terminations, and selection for training.

## **ARTICLE III UNION SECURITY**

Section 1. Effective with the signing of this Agreement, all staff members who are members of the Union and all staff members who subsequently join the Union shall maintain their membership in good standing during the term of this Agreement.

Section 2. Effective with the signing of this Agreement, all staff members who are not union members shall decide within thirty days whether they wish to:

(a) Join the Union and pay the appropriate periodic dues required as a condition of membership in the Union

OR

(b) Decline to join the Union but pay to the Union a contract consideration fee equivalent to the appropriate periodic dues required of Union members.

A staff member who chooses neither of these options shall be dismissed from the employ of The Library.

Section 3. Staff members who are Union members paying appropriate periodic dues and staff members paying the contract consideration fee may cause the dues or fee to be paid by authorizing the withholding of the appropriate amount from their salary check via a check-off system. In lieu of such check-off a staff member may make direct payment to the Union.

Section 4. Each staff member who elects the check-off system for payment of the periodic dues or the contract consideration fee shall submit to the Library's Payroll Office a check-off authorization on a form approved by The Library and the Union and distributed by the Library to each staff member in a title covered by this Agreement. The Library shall thereupon submit to the Union a list of such staff members and their units, indicating the decision made by each staff member regarding check-off for membership dues or contract consideration fee.

Section 5. Any person appointed to a position in The Library after the signing of this Agreement, and during the remaining term of this Agreement, shall have thirty days from the date of appointment in which to decide whether to join the Union and pay the appropriate periodic dues or decline to join the Union but pay the equivalent contract consideration fee. The staff member shall record his or her decision on a form provided for this purpose. Any such person who chooses neither of these options shall be dismissed from the employ of the Library.

Section 6.

a) Should District Council 37 elect to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, it shall have the right in conformance with applicable law to have checkoffs to that fund for such political purposes.

b) Any staff member covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the staff member's wages for such purpose in an authorization form acceptable to the Library, which bears the signature of the staff member.

#### **ARTICLE IV SALARIES**

With regard to salaries, this Agreement shall in all respects follow the terms of the applicable Labor Relations orders implementing applicable agreements between District Council 37, representing the staff of The New York Public Library, and the City of New York regarding salaries of Librarian Trainee, Librarian, Senior Librarian, Supervising Librarian, and Principal Librarian; and The Library agrees to corresponding salary treatment for those positions paid from private funds in the titles of Librarian Trainee, Librarian I, Librarian II, Librarian III and Librarian IV.

The Library shall continue to make every reasonable effort to expedite the payment of agreed upon wage increases, overtime compensation, shift differential pay, premium pay, and approved staff member out-of pocket expenses, and the Union shall be kept apprised of all progress.

The Library shall continue to make every reasonable effort to provide adequate notice of a staff member's salary garnishments.

#### **ARTICLE V WELFARE FUND**

##### **Section 1.**

- (a) To the extent permitted by law and specified in other sections of this Article, the Library agrees to provide a welfare plan which shall match the "Health and Security" benefits available as a consequence of Article XIII of the 1995-2001 City Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO. Such benefits will be available to full-time salaried staff members, part-time salaried staff members, and retirees separated from payroll subsequent to June 30, 1970, in accordance with the eligibility and other regulations specified by the City of New York and/or District Council 37.
- (b) District Council 37 shall provide written advice which specifies the benefits available to eligible persons on and subsequent to July 1, 1978 as well as pertinent regulations and shall report similarly in writing any revisions adopted during the period of this Agreement. Sufficient time, not to exceed four (4) months following receipt of such written notice, shall be allowed The Library for the implementation of any new or revised benefits.
- (c) Subject to conditions imposed by the respective carriers for group participation, staff members who work at least 17 1/2 hours per week, but less than 20 hours per week, shall as a group be entitled to pay for their

own health insurance for health plans presently provided to full-time staff members. The Library shall have no obligation for premium contributions for such part time staff members but shall receive such contributions from the affected staff members as a group and remit such contributions to the carriers.

- (d) For such period as the City provides the portion of the funds under Section 1(b) for the purpose of benefits previously provided through the "Educational Fund" The Library agrees to contribute to the DC 37/NYPL Health and Security Plan Trust \$25 per annum per staff member in previously covered private titles.

## **ARTICLE VI PAY DIFFERENTIALS**

Section 1. Privately paid librarians who complete their degree by December 31, 2009, shall be paid an educational differential of \$600.00 per year when they have, in addition to the graduate library science degree, a graduate degree from a recognized university. In the case of a degree awarded by a university outside the United States of America, recognition of this degree is subject to equivalency determination by the United States Office of Education. The Library will request City approval and funds for comparable treatment of City paid staff in librarian titles.

Section 2. As long as the City of New York agrees to pay for shift differential as provided in Article III of the 1995-2001 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO, The Library shall elect this coverage for those staff members on City budget lines, and The Library shall also provide, during such period, equivalent coverage for its privately paid staff members. For employees hired on or after July 1, 2004, the night differential will be in effect from 8:00pm to 8:00am for the first three years of employment.

Section 3. Meal and car allowance and overtime shall be paid in accordance with Articles IV and VIII of the 1995-2001 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO.

## **ARTICLE VII DISCIPLINARY PROCEDURE**

Section 1. This Article shall not apply to subject matters referred to in Section 12 of *Article XXII*. (Job Security). Nothing in this Article shall prohibit The Library from taking appropriate non-disciplinary action with regard to physical or mental disability.

Section 2. Upon the decision of The Library to consider a disciplinary action of suspension, demotion or dismissal against a staff member for cause, written notice of the

charges and the time for a hearing shall be given in advance of such hearing to the staff member. At the hearing, the staff member shall be entitled to be represented by the Union. Hearings to consider such suspension, demotion, or dismissal shall be held by the appropriate Department Chief or the Department Chief's representative and the designee of the Vice President for Human Resources. The Affirmative Action Officer may not be the hearing officer in connection with the discipline of a staff member that resulted from an investigation by the Affirmative Action Officer of a claim against that staff member.

Section 3. A staff member may be suspended immediately for up to fifteen (15) working days when there is reason to believe that the staff member presents an actual and continuous threat to persons or property or when there is reason to believe that the staff member has engaged in criminal conduct while on the premises. The staff member may also be suspended immediately for up to fifteen (15) working days when (s)he twice explicitly refuses the same instructions from a supervisor or for failure to perform his or her duties by reason of other grossly disruptive conduct, including intoxication while on duty. The hearing referred to Section 2 shall be held as soon as possible.

Section 4. Except for the provisions in Section 3 above, no suspension, demotion, or dismissal shall be imposed upon any staff member until the hearing provided for in Section 2 above has been held, a determination made, and a copy of the determination in writing served upon the staff member, nor shall any suspension imposed at such hearing be in excess of thirty (30) working days. No staff member shall be fined as a disciplinary measure. Suspension without pay shall not be regarded as a fine.

Section 5. Within thirty (30) calendar days from the date of service of the determination after the disciplinary hearing, the Union, with the consent of the staff member, shall be entitled to appeal the decision of the hearing officers to the Vice President for Human Resources at Step 4 of the grievance procedure for those staff members with trial, provisional and regular appointments, and if the staff member has a provisional or regular appointment, through the remaining higher grievance procedure steps, including arbitration provided, however, that matters pursuant to Section 12 of Article XXII regarding the non-renewal of a provisional appointment or the refusal to extend a provisional appointment or the refusal to grant a regular appointment at the appropriate time shall not be subject to the provisions of this disciplinary procedure Article or to any appeal, grievance or arbitration pursuant to this Agreement or otherwise.

Section 6. The selection of arbitrators shall be done pursuant to the American Arbitration Association Rules for Labor Arbitrations ("AAA"), except that, the AAA shall provide the parties two opportunities to select from an arbitrator list of at least ten names without restriction on the ability to strike arbitrators. Only if the parties are unable to select a mutually acceptable arbitrator after the second list may the AAA provide a final list that limits the ability to strike arbitrators.

## ARTICLE VIII GRIEVANCE PROCEDURE

### Step 1:

A grievance should first be discussed with the immediate supervisor, and, if not resolved by that supervisor shall then be discussed within sixty (60) working days of the occurrence of the problem with the staff member's branch librarian, division chief, or other unit head. If the staff member desires to be accompanied by a steward and/or other Union representative, an appointment must be made in advance; the unit head will schedule a meeting within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. At this step, a written statement of the grievance is preferred but not required. A written decision on the grievance, if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted by mutual agreement. Non-Union members of The Library may avail themselves of the Library's grievance procedure.

### Step 2:

It shall be presumed that the grievance has been satisfactorily resolved at Step I unless the staff member submits a written statement to the contrary to the supervisor or unit head at the next higher administrative level, if there is one below the Department Chief, within three (3) working days after the completion of Step I. This supervisor or unit head will then schedule a meeting with the staff member and, if the staff member wishes, a steward and/or other Union representative within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. A written decision on the grievance if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted or the time extended by mutual agreement.

### Step 3:

It shall be presumed that the grievance has been satisfactorily resolved at Step 2 (or Step I if Step 2 is not applicable) unless the staff member submits a written statement to the contrary to the appropriate Department Chief within three (3) working days after the completion of Step 2. The Department Chief and the designee of the Vice President for Human Resources will conduct a hearing within seven (7) working days of receipt of such written statement, and a written response will be released to the staff member within seven subsequent working days. The staff member may be accompanied at this step by a steward and/or other Union representative. This step may be omitted or the time extended by mutual agreement.

### STEP 4:

It shall be presumed that the grievance has been satisfactorily resolved at Step 3 unless the staff member submits a written statement to the Vice President of Human Resources who has been designated to do so by the President of The Library appealing the Step 3 decision within five (5) working days. The Vice President, or his or her designated representative, will then, if (s)he deems it necessary, conduct a hearing open to those eligible to attend the hearing at Step 3 and the decision shall be rendered in

writing within ten (10) working days.

Step 5:

Appeals from a unsatisfactory decision at Step 4 may be brought by the grievant to impartial arbitration within fifteen (15) working days of receipt of the decision by referring the grievance to the American Arbitration Association, the arbitrator to be selected in accordance with the rules of the American Arbitration Association. In this arbitration step, the entire case, in all its aspects, both procedural and substantive, shall be put before the arbitrator. The cost of such arbitration shall be borne by the grievant and/or his or her representative and The Library. The decision of the arbitrator shall be final and binding.

The selection of arbitrators shall be done pursuant to the American Arbitration Association Rules for Labor Arbitrations ("AAA"), except that, the AAA shall provide the parties two opportunities to select from an arbitrator list of at least ten names without restriction on the ability to strike arbitrators. Only if the parties are unable to select a mutually acceptable arbitrator after the second list may the AAA provide a final list that limits the ability to strike arbitrators.

## **ARTICLE IX INTERPRETATION OF AGREEMENT**

Any controversy between the parties concerning the interpretation of this Agreement will be submitted for arbitration and final and binding determination by the American Arbitration Association under its rules.

## **ARTICLE X SCHEDULING**

Section 1. Sunday and holiday work shall be scheduled, where possible, first on a voluntary basis, then on a rotation basis.

Section 2. Schedules shall be posted two (2) weeks in advance and may be changed by The Library because of unanticipated situations, including but not limited to, unanticipated requirements imposed by the City of New York, staff allocation problems resulting from absences or budgetary changes, disruption of public transportation, or physical plant breakdowns.

Section 3. Staff members may request in advance of schedule making that they be given specific dates or hours free from work.

Section 4. When possible, The Library will not require a staff member to work every Saturday, except as a condition of appointment to a position. When scheduling allows, however, a staff member who wishes to work Saturdays shall be allowed to do so, provided no overtime will result.



Section 5. Staff members shall not be required to work involuntarily on a split-shift basis.

Section 6. On pay days staff members who have not elected to use direct deposit shall be given ten minutes in addition to regular breaks or ten minutes in addition to the lunch hour (the choice to be determined by the supervisor in relation to staffing needs) as excused time to cash their salary checks.

Section 7. In so far as practicable and where staffing permits, staff members shall not be required to work more than two consecutive hours at a public service desk.

Section 8. In 2006, the Library will schedule one bonus day, Saturday, December 23, 2006. Employees who work Monday through Friday will be scheduled a day off during the week of December 18 or December 25.

In 2009, the Library shall give every employee one bonus day to be used between Thanksgiving 2009 and January 2, 2010

Section 9. Floating Holidays:

In place of Election Day and Lincoln's Birthday as provided for in Library Administrative Memorandum No. 7, section 8.1, The Library will grant two "floating holidays".

Employees hired on or after July 1, 2004 will not be eligible for one floating holiday.

Section 10.

On designated holidays, The Library shall close as follows:

When Christmas falls on a Sunday, The Library will close the preceding Saturday.

When July 4<sup>th</sup> falls on a Monday, the Library will close the preceding Saturday.

When July 4<sup>th</sup> falls on Friday, The Library will close the following Saturday.

The Library shall close on the Saturday preceding Memorial Day and Labor Day.

When Christmas falls on:

Tuesday, The Library will close early (5 p.m.) on Monday;

Friday, The Library will close early (5 p.m.) on Thursday;

Saturday, The Library will close early (5 p.m.) on Friday.

Notwithstanding these closings, staff schedules will be adjusted so that each staff member works their required hours during the week in which there is a Saturday or early closing.

Section 11. The 20-minute paid break and Shift Time shall be reinstated for all Librarians and Specialists.

# ARTICLE XI LEAVE REGULATIONS

## Section 1. ANNUAL LEAVE

a) A combined vacation, personal business, and religious holiday leave with full pay, known as "annual leave", shall be granted to all staff members and such leave shall accrue in accordance with the following schedule:

For all staff members hired prior to July 1, 1986, annual leave will be accrued as follows:

### ANNUAL LEAVE

Normal Work Week Schedule in hours	Less than 8 years		8- 15 years		15 or more years	
	Annual <u>Credit</u>	Monthly <u>Credit</u>	Annual <u>Credit</u>	Monthly <u>Credit</u>	Annual <u>Credit</u>	Monthly <u>Credit</u>
40 or more	160	13:20	200	16:40	216	18:00
35-39	140	11:40	175	14:35	189	15:45
30-34	120	10:00	150	12:30	162	13:30
25-29	100	8:20	125	10:25	135	11:15
20-24	80	6:40	100	8:20	108	9:00
17-19	70	5:50	88	7:20	95	7:55
15-16	60	5:00	75	6:15	81	6:45
10-14	40	3:20	50	4:10	54	4:30
Less than 10	None	None	None	None	None	None

For all staff hired on or after June 30, 2004, annual leave will be accrued as follows:

### ANNUAL LEAVE

Normal Work Week Schedule in hours	Less than 5		5 - 7 years		8 - 15 years		15 or more years	
	Annual <u>Credit</u>	Monthly <u>Credit</u>	Annual <u>Credit</u>	Monthly <u>Credit</u>	Annual <u>Credit</u>	Monthly <u>Credit</u>	Annual <u>Credit</u>	Monthly <u>Credit</u>
40 or more	120	10:00	160	13:20	200	16:40	21	18:00
35-39	105	8:45	140	11:40	175	14:35	189	15:45
30-34	90	7:30	120	10:00	150	12:30	162	13:30
25-29	75	6:15	100	8:20	125	10:25	135	11:15
20-24	60	5:00	80	6:40	100	8:20	108	9:00
17-19	52:30	4:25	70	5:50	88	7:20	95	7:55
15-16	45:00	3:45	60	5:00	75	6:15	81	6:45
10-14	30:00	2:30	40	3:20	50	4:10	54	4:30
Less than 10	None	None	None	None	None	None	None	None

Employees hired on or after July 1, 2004 will earn annual leave based on a new schedule as recorded below:

Normal Work Week Schedule in Hours	1 - 4 years		5th Year		6 <sup>th</sup> Year		7 <sup>th</sup> Year		8th Year	
	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	120:00	10:00	128:00	10:40	136:00	11:20	144:00	12:00	152:00	12:40
35-39	105:00	8:45	112:00	9:20	119:00	9:55	126:00	10:30	133:00	11:05
30-34	90:00	7:30	96:00	8:00	102:00	8:30	108:00	9:00	114:00	9:30
25-29	75:00	6:15	80:00	6:40	85:00	7:05	90:00	7:30	95:00	7:55
20-24	60:00	5:00	64:00	5:20	68:00	5:40	72:00	6:00	76:00	6:20
17-19	52:30	4:25	56:00	4:40	59:30	5:00	63:00	5:15	66:30	5:35
15-16	45:00	3:45	48:00	4:00	51:00	4:15	54:00	4:30	57:00	4:45
10-14	30:00	2:30	32:00	2:40	34:00	2:50	36:00	3:00	38:00	3:10
Less than 10	None	None	None	None	None	None	None	None	None	None

Normal Work Week Schedule in Hours	9th Year		10th Year		11th Year		12th Year		13th Year	
	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	160:00	13:20	168:00	14:00	176:00	14:40	184:00	15:20	192:00	16:00
35-39	140:00	11:40	147:00	12:15	154:00	12:50	161:00	13:25	168:00	14:00
30-34	120:00	10:00	126:00	10:30	132:00	11:00	138:00	11:30	144:00	12:00
25-29	100:00	8:20	105:00	8:45	110:00	9:10	115:00	9:35	120:00	10:00
20-24	80:00	6:40	84:00	7:00	88:00	7:20	92:00	7:40	96:00	8:00
17-19	70:00	5:50	73:30	6:10	77:00	6:25	80:30	6:45	84:00	7:00
15-16	60:00	5:00	63:00	5:15	66:00	5:30	69:00	5:45	72:00	6:00
10-14	40:00	3:20	42:00	3:30	44:00	3:40	46:00	3:50	48:00	4:00
Less than 10	None	None	None	None	None	None	None	None	None	None

Normal Work Week Schedule in Hours	14-16 Years		17+ Years	
	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	200:00	16:40	216:00	18:00
35-39	175:00	14:35	189:00	15:45
30-34	150:00	12:30	162:00	13:30
25-29	125:00	10:25	135:00	11:15
20-24	100:00	8:20	108:00	9:00
17-19	87:30	7:20	94:30	7:55
15-16	75:00	6:15	81:00	6:45
10-14	50:00	4:10	54:00	4:30
Less than 10	None	None	None	None

b) Staff members may take annual leave at a time of their own choosing during the prescribed vacation year as long as no staffing problem is created in the local unit. Where a problem in staffing exists, initial scheduling of annual leave within the local unit shall be approved on the basis of seniority within the title in The Library.

c) Upon presentations of verification, when a death in a staff member's immediate family occurs while the staff member is on annual leave, such time as is excusable for a death in the immediate family pursuant to LAM# 7 shall not be charged to annual leave.

## Section 2. SICK LEAVE

a.) Three (3) sick days per calendar year for which a staff member is otherwise eligible may be taken for the care of a child or dependent parent.

b.) After one year of employment, staff members who have exhausted their accrued sick leave and annual leave and who have been absent from work for not less than five working days due to the same illness or injury shall be entitled to borrow not more than twelve (12) days of additional sick leave. In cases of termination of employment of such staff members, pay for any such borrowed days not subsequently made up by working the appropriate time to make up such days may be deducted from the final pay check.

c.) Sick leave may be accumulated without limit. Upon retirement with satisfactory service, the staff member shall receive 15% of accumulated sick leave in cash as part of his or her terminal leave payment.

d) Employees hired on or after July 1, 2004 will accrue sick leave at a rate of 10 days per year for the first five years of employment.

### Section 3. BEREAVEMENT LEAVE

a) Library policy regarding time off due to death in the immediate family (i.e., LAM No. 7, section 8.1) shall be amended to provide for a paid leave of absence, not to exceed four (4) work days, in the case of death of a staff member's "domestic partner," as hereafter defined, a parent or child of a domestic partner, or a relative of a domestic partner residing in the household with a staff member.

b) "Domestic partners" are defined as two people, both of whom are 18 years of age or older and neither of whom is married, who have a close and committed personal relationship involving shared responsibilities, who have lived together for a period of one (1) year or more on a continuous basis at the time of registration, and who have registered as domestic partners with the Human Resources Department and have not terminated such registration. A "domestic partnership" shall be registered, and such registration shall be terminated, by the filing of affidavits.

c) No staff member shall register a domestic partner if either member therefore is currently a member of another domestic partnership or was previously a member of another domestic partnership and less than (1) year has expired since the termination of that domestic partnership.

d) LAM No. 7, Section 8.21 shall be amended to provide for four (4) days paid leave of absence in the case of death of a staff member's grandchild.

### Section 4. DOMESTIC PARTNER FAMILY AND MEDICAL CARE LEAVE

Domestic partners who satisfy the criteria utilized by The Library to determine eligibility for the Health Plan and/or Supplemental Benefits Coverage shall be treated as if covered by the FMLA.

### Section 5. INFANT CARE LEAVE

Infant care leave of absence shall be granted for a maximum of 36 months to a staff member, male or female, who becomes the parent of an infant child (up to 3 years of age) either by birth or lawful adoption. If both parents of such child are staff members of the Library, they may share the leave as provided in subparagraph d below. In the case of a pregnant staff member, such leave shall commence upon request and reasonable notification, by the staff member to take such leave. For other staff members, upon request supported by documentation and reasonable notification, such leave shall commence immediately preceding or after the birth or adoption.

a) A pregnant staff member shall be permitted to continue to work for such period of time as she is physically capable of performing the duties of her position, and if there is any question on the part of The Library as to her physical

capability, she shall be permitted to work if she secures the approval of her doctor.

b) Staff on infant care leave shall be continued in pay status for a period of time equal to their accrued and unused annual leave and compensatory time. Such time in a pay status shall be included within the infant care period provided in Section 4c.

c) The staff member may elect to take one month up to a maximum of 36 months. Staff members who initially elect to take less than the 36 months maximum period of leave may elect to extend such leave by up to two extensions, each extension to be for a minimum of one year, provided that in no case shall the initial leave period plus the one or two extensions total more than 36 months. Any extension shall be upon written application of a staff member on infant care leave to the Benefits Administrator 45 days prior to the expiration of the leave provided, however, that the initial leave of 60 days or less such application shall be made prior to the expiration of the leave by at least one day for each two days of leave.

d) In the event two staff members elect to share the leave, the following conditions shall apply:

- (i) the second leave must begin immediately upon return of the first staff member to work;
- (ii) the second leave shall be for a minimum of one year;
- (iii) the combined leave shall be for no more than 36 months;
- (iv) application for shared leave shall be made in writing to the Benefits Administrator 45 days before the first staff member returns to work.

e) Health insurance shall be provided for pregnant staff members for the first four month of unpaid leave. In the event that the staff member does not return to work by the end of the fourth month of unpaid leave, the Library shall forward the necessary notice to the appropriate insurance carrier who notifies the staff member of the availability of an individual contract on a direct payment basis. For all other staff commencing combined confinement and infant care leave, the Library shall at the appropriate time forward the necessary notice to the appropriate insurance carrier who notifies the staff member of the availability of an individual contract on a direct payment basis.

f) A staff member upon written request to the Benefits Administrator shall be permitted to return to work at the end of the leave, provided that a formerly pregnant staff member is physically capable of performing the duties of her position. If there is any question on the part of The Library as to her physical capability, she shall be permitted to return to work if she secures the approval of her doctor.

g) At the conclusion of a scheduled infant care leave, The Library shall place the returning staff member in the same position, if available, or not available, in a comparable position to that held prior to his/her leave until the original position is available.

h) In the event that a staff member who has requested an infant care leave wishes to return prior to the date specified in his/her request, The Library shall honor such request as soon as possible.

## SECTION 6. OTHER

Reasonable lateness due to transportation slowdowns, weather conditions, or transportation strikes within the City, MTA Express buses, New Jersey Transit, Long Island Rail Road or Metro North shall be regarded as excused time. The staff member shall not be penalized by loss of pay or by overtime work as a result of the above conditions.

In each instance of an emergency closing of a branch or research facility due to conditions outlined above, during which part of the staff is released from duty and time excused, any staff member of that branch or research facility required by The Library to remain on duty shall receive equivalent compensatory time off.

## ARTICLE XII UNION RIGHTS

Section 1. In accordance with the regulations and procedures of The Branch Libraries Memorandum No. 40, the Union may hold membership meetings in the public meeting rooms of The Library.

Section 2. There shall be a bulletin board set aside specifically for Union material, including the Union's political material, in all branches where physical conditions permit (or a suitable substitute otherwise), except that in the following locations the following number of bulletin boards shall be located:

Stephen A. Schwarzman Building	5
Donnell Library Center	4
Bronx Library Center	2
Performing Arts Library	4
Mid-Manhattan Library	3
St. George Library Center	2
Schomburg Center for Research in Black Culture	2
Science Industry and Business Library	3
Library Services Center (LIC)	2

All material to be posted must be submitted to the Director or Acting Director before being posted on the bulletin boards.

Section 3. Union material to be posted on bulletin boards may be distributed via The Library's interdepartmental mail system.

Section 4. When newly employed staff members are inducted, each staff member will be given an "Authorization for Payroll Deduction" card, an enrollment card for the appropriate Health and Security Plan, a copy of this agreement, and an informative brochure descriptive of the Union, provided that the Union shall supply The Library with such cards, copies and brochures for such purpose.

Section 5. The President of the Local or the designee of the President shall be notified in advance if The Library undertakes any special survey of staff functions. A special survey of staff functions is defined as an extensive study commissioned by The Library administration and carried out by either an individual or group already on the Library staff, or by an individual or group retained for this purpose from outside The Library staff. If a special survey of staff functions culminates in a written report and is made public, the Union shall receive a copy of the report prior to its public release. Any surveys of staff functions which are ordinarily or routinely performed as part of The Library's administrative operations shall not be considered special surveys.

### **ARTICLE XIII UNION OFFICIALS**

Section 1. Staff members serving on the Union Negotiating Committee, up to seven in number, shall be excused from work without loss of pay for time spent negotiating working conditions and salaries with The Library administration and with the appropriate City agencies provided that such absences from duty shall be scheduled sufficiently in advance so as to allow the staff member's division or unit chief to avoid impairment of any services.

Section 2. One person designated as the Union President shall be granted complete excused time from Library duties, while continuing on The Library payroll, in order to devote full time to Union affairs. Upon completion of the term of office as Union President, The Library guarantees resumption of the same position and grade held when granted excused time.

Section 3. Library Stewards shall be allowed time during working hours, subject to notification to the appropriate supervisor, to process grievances when a staff member requests third-part participation.

Section 4. Staff members of The Library who are officials of the Union shall be allowed, upon written notice, up to one week of leave with pay to attend Union conventions without charge to annual leave. This allowance will provide excused time for up to three



officials once every two years.

Section 5. Upon appropriate and reasonable notice to The Library, Union officials shall be granted a reasonable number of leaves without pay to work on Union affairs.

Section 6. Staff members, on their own time, may attend Union meetings scheduled pursuant to Article XII, Section I.

#### **ARTICLE XIV INFORMATION TO THE UNION**

Section 1. In individual cases relating to transfer and retention of staff, specific information as to seniority will be made available to the Union upon written request.

Section 2. Copies of all Library Administrative Memoranda, Branch Libraries Memoranda, Research Libraries Technical Memoranda, Research Libraries Special Memoranda, and Job Vacancy Descriptions shall be furnished to the Union.

- a) Copies of job postings sent by the Library to the Union will be marked so as to indicate whether the position described is included in either the Local 1930 or the Local 374 bargaining unit.

Section 3. Appointments to any newly created special temporary positions of six months or less duration will be announced in STAFF NEWS. The Union will be notified of the short term extension beyond six months of any such special assignment.

Section 4. The Library and the Union shall continue to furnish each other, upon request, data maintained in the course of business which are relevant and necessary for the full and proper discussion and understanding of subjects under negotiation or for compliance with the terms of this Agreement.

#### **ARTICLE XV AUTOMATION**

The Union shall be kept currently informed of The Library's program for automation. No staff member shall be involuntarily terminated or demoted as the result of the introduction of automation to The Library's services or procedures. When services or procedures are automated, The Library will make every effort to train staff members assigned to the performance of those services or procedures.

## **ARTICLE XVI LIBRARY FACILITIES**

Section 1. The Library agrees to provide all staff members with adequate, clean, safe, and sanitary working facilities in conformity with minimum standards of applicable law.

Section 2. Adequate supplies shall be made available in all Library washrooms.

Section 3. Where space permits, pay telephone facilities shall be made available to staff members for their reasonable use.

Section 4. The Library shall continue to make reasonable efforts to provide for the personal security of staff members working in buildings operated by The Library during the hours that such buildings are open to the public.

Section 5. A first aid kit, adequately marked, shall be provided in each Library building.

Section 6. No staff members shall be required to provide equipment or tools necessary for the performance of their job duties.

## **ARTICLE XVII EXTREME TEMPERATURE PROCEDURES**

Section 1. This section applies from May 1 through September 30. At least one THI indicator shall be located in the warmest public service area in each library building.

For the purposes of the installation of the THI Indicator, the warmest public service area in each library building shall be determined by a committee including the site manager/department head, a representative of Local 1930, and a representative of the Facilities Operations Office.

A staff member designated by Local 1930 in each unit shall be assigned the responsibility of inspecting the THI indicator and of reporting any reading of 90° and 44% humidity to the supervisor in charge of the library building. Upon the report of a reading of 90° and 44% humidity, the steps noted below shall be taken.

Section 2. This section applies from May 1 through September 30. In any library building when the THI indicator reaches 90° and 44% humidity or above for two or more consecutive hours, the staff member in charge shall notify the appropriate administrative office. All scheduled staff can either continue working at the same location, or be reassigned to one of the nearest locations, unless the nearest locations are scheduled to be closed within two hours. Those who continue working in the affected building or area will receive compensatory time on an equal time basis. Staff who choose not to complete their workday will be required to use their own time.

Section 3. This section applies from May 1 through September 30. When a THI indicator reaches 90° and 71 % humidity or above for one hour or more, the building or area affected may be closed after consultation with the appropriate administrative office. If the building does close, all scheduled staff will be reassigned to one of the nearest locations or areas, unless the nearest locations are scheduled to close within two hours, in which case staff will be sent home on library time. If staff are reassigned and choose not to complete their workday, they will be required to use their own time.

Section 4. This section applies from October 1 through April 30. When the indoor temperature in any unit drops to 67° or below, all scheduled staff can either continue working at the same location, or be reassigned to one of the nearest locations or areas, unless the nearest locations are scheduled to close within two hours. Those who continue working in the affected building or area will receive compensatory time on an equal time basis. Staff who choose not to complete their workday will be required to use their own time. Staff members may be reassigned to other units on succeeding days if the emergency continues.

## **ARTICLE XVIII PROMOTIONS**

Section 1. There shall be no prearrangement or preselection in filling a vacant position by promotion to a title covered by this Agreement. Each such position at a promotional level shall not be filled until it has been duly advertised to the staff, except (1) where a position has become excess because of decreases in The Library's income or reorganization of work, in which event The Library shall assign the incumbent of such an excess position to an appropriate position without advertising, and shall so advise the Union, and (2) when a position has been advertised within the previous two months to the staff, and the Union has been advised.

Section 2. In filling a vacant position, selection shall be on the basis of specified eligibility requirements, including education, skills, experience, and personal attributes appropriate to the position. Seniority will be a factor only if all qualifications outlined above are equal among the applicants.

Section 3. The Library shall maintain a record of all positions for which it is recruiting. This record shall be available in the Human Resources Department to any staff member of the Union.

Section 4. No applicant shall be denied a position because (s)he lacks job skills or educational requirement which were not specified in the advertisement for that position.

Section 5. An applicant for a position shall be advised in writing as to the reasons for a rejection provided the applicant makes the request in writing. The Library shall make every effort to be as explicit as possible. The results of a test which is not confidential in

nature will be provided to the applicant upon written request.

Section 6. Two branch clerical assistants will be elected by and from the Office Associate III and the Office Associate I groups to sit on the Advisory Board of The Branch Libraries when clerical promotions and related matters are on the agenda.

Section 7. A staff member who has been officially designated by The Library to serve in an acting capacity shall be appointed to that position after no more than six months of satisfactory full time service in the acting capacity provided that the staff member has met the requirements for the position, there is no budgetary restriction prohibiting such appointment, and there is no incumbent on leave from that position.

## **ARTICLE XIX CLASSIFICATION**

Section 1. The job title of each library staff member covered by this Agreement shall be clearly defined in terms of function and salary in either "Memoranda to the Staff" (job advertisements), the "Scheme of Service" of The Branch Libraries, or other documents available to the staff.

Section 2. Staff members will normally be assigned duties appropriate to their classification titles. They may not be required to perform, to a substantial degree, duties formerly assigned to a higher or lower classification or duties which cannot reasonably be related to the job description of the positions they occupy. Exceptions will be permitted for training purposes, substitutions because of terminal, sick and annual leaves, and emergencies requiring the temporary reassignment of duties vital to the performance of The Library's functions. A staff member who requests reclassification from his/her supervisor but does not receive a response within thirty days may submit the request to the Human Resources Department on a form provided for that purpose.

Section 3. A staff member who is required to take a medical examination to determine if s(he) is physically capable of performing his or her full duties and who is found not to be so capable shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of his or her disability. If a suitable position is not available, The Library shall offer him or her any available opportunity for transfer to another title for which s(he) may qualify.

If such a staff member has ten years or more of retirement system membership service and is considered permanently unable to perform all the duties of his or her title and no suitable in-title position is available, (s)he shall be referred to the New York State Employees' Retirement System and recommended for ordinary disability retirement.

## **ARTICLE XX TRANSFER POLICY**

Section 1. No staff member may be transferred unless (s)he has been given at least one week's notification, except for emergencies or proper cause. No staff member resident in Richmond, Bronx or New York Counties shall be involuntarily assigned to work in a region which requires more than one hour scheduled running time, unless such staff member has previously voluntarily agreed to work in such region.

Section 2. Transfer application forms shall be made available to staff and be processed through normal channels.

## **ARTICLE XXI STAFFING**

Section 1. A branch with a Supervising Librarian shall have an Office Associate position provided funds are made available by the City for such a position.

Section 2. In a title covered by this Agreement, The Library shall not unreasonably fail to fill during the period of terminal leave a position in The Research Libraries which has been vacated by retirement.

Section 3. The Library shall notify the Union in writing of any major revision of a class specification before advertising a particular position within that class.

Section 4. No staff member shall be laid off, involuntarily demoted to a lower classification, or receive a reduction in salary rate as a result of the use of volunteers or as a result of any contracting out of Library functions.

Section 5. Librarians in charge of neighborhood branches in The Bronx and Manhattan shall continue to have increased authority to recommend the hiring of pages, i.e., policies and procedures presently in effect in Staten Island regarding the hiring of pages shall be extended to neighborhood branches in The Bronx and Manhattan.

## **ARTICLE XXII JOB SECURITY**

Section 1. Definitions - The following definitions shall apply to this Article:

- a. Trial appointment - The appointment of a person to the staff of The Library for a term not to exceed one year, during which (s) he may be terminated at any time

with or without cause.

b. Provisional appointment - The appointment of a person to the staff of The Library for a period not to exceed one year, during which (s)he may be terminated for cause or because of a reduction in the number of authorized positions resulting from a decrease in The Library's operating budget or income, but at the end of which appointment The Library may decline to reappoint him or her whether with or without cause.

c. Regular appointment - The appointment of a person to the staff of The Library with indefinite tenure as defined in Library Administrative Memorandum No.1, as revised January 11, 1996.

Section 2. All newly hired full time staff shall be eligible for a regular appointment following a 12 month trial appointment. The trial appointment will be prorated for part time staff.

Section 3. Once a staff member has gained a regular appointment in The Library in one classification, s(he) retains that status when s(he) moves into another classification, except as provided in Section 3b and 3c of this Article and with the requirement that upon promotion of a staff member, the supervisor concerned shall make a report, not later than the 12th month following promotion, on the work and suitability of the appointee in the higher grade and if the staff member has not proved satisfactory, s(he) may be returned to his or her former position or to a position with a salary comparable to the former position.

Section 3.

- a. Full-time members in the following titles shall be granted regular appointments following 18 months of satisfactory full time paid service, comprised of a 12 month provisional appointment followed by a 6 month provisional appointment:

Community Liaison Assistant  
Librarian  
Librarian I - IV  
Principal Librarian  
Programmer  
Programmer Trainee  
Public Relations Assistant  
Senior Librarian  
Senior Programmer  
Senior Systems Analyst  
Specialist I - IV  
Supervising Audio Technician  
Supervising Librarian  
Systems Analyst  
Systems Analyst Trainee

- b. Staff members in the Librarian Trainee title shall be granted regular appointments in The Library in a librarian title following:

1. six months of satisfactory full time, or full time equivalent, paid service as a Librarian Trainee,
2. the obtainment of the graduate degree in library science from an American Library Association accredited or New York State approved library school, and
3. thereafter one provisional appointment of 12 additional months of satisfactory full time or full time equivalent, paid service as a librarian, such provisional appointment in this instance to be provisional as to the title only.

Such a 12 month provisional appointment to a librarian title shall be granted upon the fulfillment of the requirements under subparagraphs 1 and 2 above, provided that budgetary restrictions do not prohibit the filling of a position for which the staff member qualifies.

- c. Staff members in the Librarian Trainee title or the librarian title under Section 3b above whose provisional appointment is not renewed, who fail to secure the graduate degree in library science within four (4) years, or who are not granted a regular appointment as librarian after the 12 month provisional appointment as such shall revert to the title in which they hold a regular appointment in The Library, if any. Notwithstanding any other provision of this Article, a staff member in a Librarian Trainee position who has not previously held a regular appointment shall be granted a regular appointment in The Library following 18 months of satisfactory full time, or full time equivalent, paid service, such regular appointment to be as an Information Assistant for which such staff member qualifies whether or not such staff member continues as a Librarian Trainee. Concurrently, staff members in the Librarian Trainee title shall be granted a series of provisional appointments in accordance with the requirements of the "Librarian Trainee Work-Study Program".

#### Section 4.

- a. Full time staff members in the following titles shall be granted regular appointments following 12 months of satisfactory full-time paid service, comprised of a single 12 month trial appointment:

Computer Operator I - III  
Computer Operator Trainee  
Conservation Technician  
Library Technical Assistant I - II  
Proofreader

b. Full time staff members in the following titles shall be granted regular appointments following 12 months of satisfactory full time paid service, comprised of a single 12 month provisional appointment:

Conservation Assistant  
Conservation Specialist  
Information Assistant  
Library Technical Assistant III  
Library Technical Assistant IV  
Supervising Proofreader

Section 5. Full time staff members in the following titles shall be granted regular appointments following 12 months of satisfactory full time paid service, comprised of a single 12 month trial appointment:

Accounting Clerk I - Level I  
Accounting Clerk II - Level II  
Accounting Clerk III - Level III  
Cashier  
Clerk Stenographer  
Clerk Typist I  
Clerk Typist II - Level I  
Clerk Typist II - Level III  
Clerk Typist III - Level II  
Clerk Typist III - Level III  
Clerk Typist IV - Level I  
Illustrator  
Library Clerical Assistant I  
Library Clerical Assistant - II -Level I  
Library Clerical Assistant - II - Level III  
Office Aide I - III  
Office Appliance Operator  
Office Associate I - III  
Personnel Assistant  
Personnel Records Clerk - Level II  
Personnel Records Clerk - Level III  
Purchasing Assistant - Level I  
Secretary I  
Secretary II  
Statistical Clerk  
Stenographer  
Stenographer/ Secretary - Level II  
Stenographic/ Secretarial Associate  
Telephone Operator - Level II  
Telephone Operator - Level III



Section 6. Part-time staff members in the following titles shall be granted regular appointments following 12 months prorated (to equal 24 months) of satisfactory paid service.

Accounting Clerk I - Level I  
Accounting Clerk II - Level II  
Accounting Clerk III - Level III  
Cashier  
Clerk Stenographer  
Clerk Typist I  
Clerk Typist II - Level I  
Clerk Typist II - Level III  
Clerk Typist III - Level II  
Clerk Typist III - Level III  
Clerk Typist IV - Level I  
Illustrator  
Library Clerical Assistant I  
Library Clerical Assistant - II - Level I  
Library Clerical Assistant - II - Level III  
Office Aide I - III  
Office Appliance Operator  
Office Associate I - III  
Personnel Assistant  
Personnel Records Clerk - Level II  
Personnel Records Clerk - Level III  
Purchasing Assistant - Level I  
Secretary I  
Secretary II  
Statistical Clerk  
Stenographer  
Stenographer/ Secretary - Level II  
Stenographic/ Secretarial Associate  
Telephone Operator - Level II  
Telephone Operator - Level III

Section 7. Part-time staff members in the following titles shall be granted regular appointments following 36 months of satisfactory paid service, comprised of three 12 month provisional appointments:

Community Liaison Assistant  
Librarian  
Librarian I - IV  
Principal Librarian  
Programmer  
Programmer Trainee  
Public Relations Assistant  
Senior Librarian

Senior Programmer  
Senior Systems Analyst  
Specialist I - IV  
Supervising Audio Technician  
Supervising Librarian  
Systems Analyst  
Systems Analyst Trainee

Section 8.

a. Part-time staff members in the following titles shall be granted regular appointments following 12 months prorated (to equal 24 months) of satisfactory paid service.

Computer Operator I - III  
Computer Operator Trainee  
Conservation Technician  
Library Technical Assistant I  
Library Technical Assistant II  
Proofreader

b. Part time staff members in the following titles shall be granted regular appointments following 24 months of satisfactory paid service, comprised of two 12 month provisional appointments:

Conservation Assistant  
Conservation Specialist  
Information Assistant  
Library Technical Assistant III  
Library Technical Assistant IV  
Supervising Proofreader

Section 9. As an alternative to termination and to permit further evaluation of performance, an extension for up to six months of a trial or provisional appointment may be recommended by The Library, and if concurred in by the staff member involved, may be implemented. Such recommendation is at the exclusive discretion of The Library.

Section 10. A staff member shall be notified, prior to the expiration of a trial or provisional appointment, pursuant to the terms of Section 2 through 9 of this Article, if a provisional or regular appointment is not to be granted.

Section 11. Termination during a trial appointment, the non-renewal of a provisional appointment, the refusal to extend a trial or provisional appointment, or the refusal to grant a regular appointment, or the refusal to grant a regular appointment at the appropriate time (see Section 2 through 10 of this Article) shall not be subject to appeal, grievance, or arbitration pursuant to this Agreement or otherwise, and is the exclusive

right of The Library.

Section 12. No full time, per annum employee covered by this Agreement shall be involuntarily separated from service from the date of execution of this Agreement through June 30, 2002. Nothing within this clause shall diminish The Library's right to suspend or discharge for cause or The Library's right to continue to apply Article XXII of the Collective Bargaining Agreement.

Section 13. A person may be hired as a full or part time staff member in any bargaining unit title to work on a specific, Research Library, Branch Library (or joint Research and Branch Libraries), temporarily grant funded project provided that the project (i) is more than twelve (12), but no longer than thirty-six (36) months in duration; and (ii) either involves special skills not held by staff with a regular appointment, or cannot be handled by such staff without adversely affecting the Library's normal operations; provided further that no more than fifty (50) such persons may be employed by the Library at any time absent mutual agreement. Staff members hired pursuant to this provision shall be given a trial appointment as defined in Section 1 for up to one year. If the duration of a project exceeds one year, such staff members shall be given a provisional appointment as defined in Section 1 for each additional year or part thereof, not to exceed two provisional appointments. Such staff members shall be eligible for a regular appointment following 36 months of satisfactory continuous service on one or more grant project(s) covered by this Section. If a project covered by this section becomes permanently funded, staff members hired for that project shall be subject to normal rules governing appointments set forth in this article.

Upon the hiring of staff member pursuant to this provision, The Library shall provide the Union with the names of such staff members and the expected length of their appointments, together with a copy of the relevant grant proposal.

For purposes of this section, "Grant" includes any one-time money.

## **ARTICLE XXIII UNION COMMITTEE ON STAFF DEVELOPMENT**

The Library shall meet periodically with a Union committee on Staff development. The committee shall be consultative in nature, but may discuss substantive questions. It is designed to serve as an avenue of communication between the Union and The Library administration. The committee shall be guaranteed access, upon reasonable notice, to an officer of The Library.

PROVINCE OF THE COMMITTEE: The Library agrees to discuss promotion procedures, staff utilization (including public service schedules), performance standards, in-service training, staff orientation, service review format, and other related and appropriate topics with the committee.

AREAS OUTSIDE THE PROVINCE OF UNION COMMITTEE ON STAFF DEVELOPMENT:

- a. Policies governing the acquisition, organization and public use of Library materials, including without limitation those provided in the By-Laws of The New York Public Library, Article IV, Sections 6 and 7.
- b. Salaries and other dollar benefits negotiated in bargaining between the City of New York and District Council 37, AFSCME, AFL-CIO and in bargaining between The New York Public Library and Local 1930, District Council 37, AFSCME, AFL-CIO.
- c. All matters specified in this Agreement including, without limitation, grievances as set forth in Article VIII of this Agreement, and Management Responsibilities as set forth in Article XXVIII of this Agreement.
- d. Powers of the Trustees of The New York Public Library which are contained in the Charter of The New York Public Library.

UNION MEMBERSHIP on COMMITTEE: The Library shall meet with up to five Union members who shall be chosen by the Union as its representatives.

ADMINISTRATIVE OFFICERS OF THE LIBRARY TO MEET WITH COMMITTEES: The Vice President for Human Resources or designee shall represent the President at all committee meetings. Other Library officers and staff members may be designated by the President, and the Vice President for Human Resources to meet also with the Union committee.

Schedule of Meetings: As many as eight meetings per year may be held jointly by the Union committee and The Library's representatives. These meetings shall be held on Library time, but Union members who may wish to meet in preparation for the regular meeting shall do so on their own time.

**ARTICLE XXIV  
PAST BENEFITS**

Except as modified by the terms and conditions of this Agreement, current personnel rules and regulations are incorporated in this Agreement. Nothing contained in this Agreement shall be interpreted to take away any existing staff benefits.

**ARTICLE XXV  
NO STRIKE CLAUSE**

During the effective term of this Agreement, there shall be no strike, no work stoppage, no slow-down, no picketing nor any other activity obstructing or tending to obstruct the operation of The Library or any of its branches, by the Union or the staff members covered by this Agreement. Nor shall there be any lockout during the effective term of this Agreement.

**ARTICLE XXVI  
PERSONNEL DATA**

Section 1. A staff member's personnel file or any file containing evaluative material, if any, about a staff member shall be available for his or her review, except that preemployment information (such as references) and medical and legal reports received in confidence shall not be made available for the staff member's review.

Section 2. No evaluative material on a staff member's conduct, service, character, or personality will be placed in his or her personnel file or in any file containing evaluative material unless s(he) has had or is given the opportunity to read it and is given a copy upon the staff member's request. The staff member's signature, preferably on the original copy, will signify that s(he) has read the material, but it will not necessarily indicate agreement with its content. The staff member may comment about any of this material and his or her comments may appear on the original copy or separately for attachment to the specific item. If a staff member's terminal service review has not been processed at the time of departure, upon request a copy shall be mailed to a forwarding address.

Section 3. Except for matters specifically excluded in Section 1 above, a staff member shall, by appointment and upon written request, be allowed to see any item in his or her personnel file or in any other file containing evaluative material about that staff member, and a staff member shall be entitled to receive a copy of any item in such file or files upon request. Nothing in this Article shall be construed to allow one staff member (except for authorized supervisors) to see or receive a copy of any material about another staff member.

Section 4. There shall be no secret files of service reviews or of any other evaluative material, except for the material specifically excluded in Section 1 above.

Section 5. Service Reviews shall be prepared only in the following instances:

- a. At the discretion of The Library until the staff member has been granted a regular appointment,
- b. Once during each of the first five years after regular appointment,
- c. Within twelve months after a staff member is transferred or promoted,

regardless of length of service in The Library,

- d. On termination unless a service review has been prepared within the last year,
- e. When in the judgment of a supervisor, a staff member fails to meet job requirements, and
- f. Whenever requested by a staff member not subject to annual review, a service review shall be prepared, but not more frequently than once a year.

However, a detailed service review on a staff member's performance need not be prepared if a complete service review has been submitted within the preceding three months.

Section 6. Except under binding legal process, The Library shall not furnish information on any staff member to any government or private investigatory agency without the knowledge and consent of that staff member. However, The Library will, as a service to staff members, verify employment pursuant to standard requests from banks and other credit institutions. The Library shall not make any evaluative comments regarding a staff member's job performance to the general public without that staff member's knowledge.

Section 7. To the extent possible, a staff member shall not be reprimanded except in private.

## **ARTICLE XXVII JURY DUTY**

The Library shall not require, but will permit a staff member to work while on jury duty.

Staff members on jury duty shall be paid their regular salary from The Library. Staff members on jury duty shall retain any monies given for carfare and lunch, but The Library shall receive the regular jury duty stipend, subject to a pro-rata reimbursement of such stipend for any hours worked in The Library on days when the staff member also performs jury duty. If all payment is contained in a single check, The Library will reimburse the staff member for carfare and lunch as well as any pro-rata amount due to him or her.

## **ARTICLE XXVIII MANAGEMENT RESPONSIBILITIES**

The Library shall have all customary management responsibilities not otherwise limited by this Agreement, including the exclusive right to determine its services, staffing, and scheduling; the exclusive right to direct and control any and all persons employed by it; and the exclusive right, in accordance with The Library's current regulations, to hire, transfer, promote, demote, discipline, suspend, or discharge any such

persons for any cause which, in the judgment of The Library, may affect the efficiency of its operations. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on staff members, such as questions of workload or manning, may be dealt with in collective bargaining.

#### **ARTICLE XXIX DEATH BENEFITS**

As long as the City of New York agrees to pay a cash payment of \$25,000 to certain specified heirs and/or beneficiaries of those staff members on City budget lines who die because of an injury arising out of and in the course of employment through no fault of the staff members and in the proper performance of the staff members' duties, The Library shall elect this coverage as provided in Personnel Order No. 26/71 for such staff members in City-reimbursable positions. The Library shall also provide, during this period, equivalent coverage for its private paid staff members.

#### **ARTICLE XXX ECONOMIC TERMS**

##### **Section 1**

- (a) The general wage increases, effective as indicated, shall be:
  - (i) Effective March 3, 2008, Employees shall receive a general increase of 4 percent.
  - (ii) Effective March 3, 2009, Employees shall receive an additional general increase of 4 percent.
  - (iii) Part-time per annum employees shall receive the increases Provided in paragraphs (a)(i) and (ii) of this subsection on the basis of computations heretofore utilized by the parties for such employees.
- (b) The increases provided for in (a) above shall be calculated as follows:
  - (i) The general increase in (a)(i) shall be upon the base rates of the applicable titles in effect on March 2, 2008.
  - (ii) The general increase in (a)(ii) shall be based upon the base rates of the applicable titles in effect on March 2, 2009.
  - (iii) Notwithstanding the provisions set forth in Section 1, the appointment rate for any Employee newly hired on or after March 3, 2008 shall be in accordance with Article XXX, Section 2 ("New Hires") of the March 3, 2008 through March 2, 2010 Memorandum of Agreement between Local 1930, District Council 37 and the New

York Public Library.

- (c) (i) The general increase provide for in this Section shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles and to recurring increment payments.
- (ii) Effective March 2, 2010 the general increases provided for in Section shall be applied to “additions to gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials
- (iii) Notwithstanding Section 1 (c)(ii) above, the total cost of the increase set forth in 1 (c)(ii) as it applies to “additions to gross” shall not exceed a cost of 0.10 percent of the December 31, 2007 payroll, including spinoffs and pensions. Recurring increment payments are excluded from this provision.
- (iv) Any financial obligations, including but not limited to wages, longevities, equity payments, annuity and additional compensation fund and fringe benefits incurred by The Library under this Agreement for staff members on New York City reimbursable lines is expressly contingent upon reimbursement by New York City for those financial obligations; and, in the absence of reimbursement said obligations are voided to the extent of such absence of reimbursement.

Section 2. New Hires

The hiring rate for employees hired on or after March 3, 2008 will be 15% lower than the applicable “incumbent minimum”. After two years of service, employees will earn the incumbent rate.

- (a) During the first two (2) years of service, the “hiring rate” for a newly hired employee shall be fifteen percent (15%) less than the applicable “incumbent minimum” for said title that is in effect on the date of any such appointment. The general increases provided for in subsections 1(a)(i) and 1(a)(ii) shall be applied to the “appointment rate”.



- (b) Upon completion of two (2) years of service, such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.

Section 3.

- a) Staff members in the following titles shall receive a 4 percent increase on March 3, 2008, and a 4 percent increase on March 3, 2009, it being understood that affected staff members shall receive the minimum salaries or the general increase, whichever is greater, but not both:

Title	.32% General Increase 3/2/2008		4% General Increase 3/3/2008		4% General Increase 3/3/2009	
	Hiring Rate	Minimum	Hiring Rate	Minimum	Hiring Rate	Minimum
Computer Operator I	\$27,064	\$31,122	\$28,147	\$32,367	\$29,273	\$33,662
Computer Operator II	\$29,947	\$34,438	\$31,145	\$35,816	\$32,391	\$37,249
Computer Operator III	\$35,010	\$40,261	\$36,410	\$41,871	\$37,866	\$43,546
PC/LAN Support Technician - Level I	\$42,543	\$48,923	\$44,245	\$50,880	\$46,015	\$52,915
PC/LAN Support Technician - Level II	\$44,907	\$51,643	\$46,703	\$53,709	\$48,571	\$55,857
Library Technical Assistant I Collections Processing Assistant I	\$25,128	\$28,898	\$26,133	\$30,054	\$27,178	\$31,256
Library Technical Assistant II Collections Processing Assistant II Conservation Technician	\$26,855	\$30,882	\$27,929	\$32,117	\$29,046	\$33,402
Library Technical Assistant III Collections Processing Associate Conservation Assistant	\$29,224	\$33,607	\$30,393	\$34,951	\$31,609	\$36,349
Library Technical Assistant IV Senior Collections Processing Associate Conservation Specialist	\$34,066	\$39,175	\$35,429	\$40,742	\$36,846	\$42,372

- b) The following promotional increases shall be in effect for the term of this Agreement, it being understood that a staff member shall receive on the date of his or her promotion either the minimum salary for the title to which such promotion is made, or the hiring rate whichever is applicable based on length of service for the title or the salary received or receivable in the lower title plus the specified promotional increase, whatever is greater, but not both:

	0.32% General Increase 03/02/08	4% General Increase 03/03/08	4% General Increase 03/03/09
Title	Promotion Increase	Promotion Increase	Promotion Increase
Computer Operator I			
Computer Operator II	\$1,167	\$1,214	\$1,263
Computer Operator III	\$1,454	\$1,512	\$1,572
PC/LAN Support Technician - Level I	\$1,496	\$1,556	\$1,618
PC/LAN Support Technician - Level II	\$1,631	\$1,696	\$1,764
Library Technical Assistant I			
Collections Processing Assistant I			
Library Technical Assistant II	\$1,167	\$1,214	\$1,263
Collections Processing Assistant II			
Conservation Technician			
Library Technical Assistant III	\$1,281	\$1,332	\$1,385
Collections Processing Associate			
Conservation Assistant			
Library Technical Assistant IV	\$1,396	\$1,452	\$1,510
Senior Collections Processing Associate			
Conservation Specialist			

Section 5. Any financial obligation, including but not limited to wages, longevity increments, equity payments, and fringe benefits, incurred by The Library under this Agreement for staff members on New York City reimbursable lines, is expressly contingent upon reimbursement by New York City for these financial obligations; and, in

the absence of reimbursement, said obligations are voided to the extent of such absence of reimbursement.

Section 6. The Union acknowledges the employer's right to pay additional compensation based on performance. The Library agrees to notify the Union of its intent to pay such additional Compensation.

Section 7. The Settlement Agreement between the Library and the Union set forth in the letter dated March 29, 2001 from Randy Levine to Dennis Sullivan shall be incorporated in and coterminous with the collective bargaining agreement expiring on March 2, 2008.

#### **ARTICLE XXXI FLEXIBLE SPENDING ACCOUNT**

The Library will extend its Flexible Spending Account program for non-represented Library staff to collectively bargained staff.

#### **ARTICLE XXXII RECALL PROCEDURE**

Section 1. The Library shall make every effort to return all staff laid-off to the original position, grade, series, or other employment. Whenever recall becomes possible, laid-off staff shall be recalled in inverse order of layoff and shall be:

- a) returned to the original position, but if this is not possible
- b) returned to the original grade, but if this is not possible
- c) returned to the original series, but if this is not possible
- d) made an offer of reemployment at The Library.

Section 2. When a laid-off staff member is returned to the original position or grade, his/her salary rate shall be the same as if (s)he had never left his/her original position or grade.

When a laid-off staff member is returned to his/her original series, his/her salary rate shall be calculated as if the staff member had never left the series.

When a laid-off staff member accepts reemployment under Section 1(d) his/her salary shall be calculated as if all prior paid service were in the position in which reemployed or the minimum salary of such position, whichever is higher.

Section 3. A recall list of laid-off staff shall be maintained and a copy sent to the Union.

Section 4. "Seniority" as that term is used in Library Administrative Memorandum No. 1,

Section VIII, shall mean "time in generic series".

Section 5. A staff member's laid-off status shall terminate when (s)he is returned at least to the original grade.

Section 6. Whenever possible the Union will be given 30 days notice before any layoff occurs.

**ARTICLE XXXIII**  
**DURATION OF AGREEMENT**

This agreement shall take effect as of March 3, 2008, and shall remain in full force and effect until March 2, 2010.

In the event that any provision of this Agreement is found to be legally invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

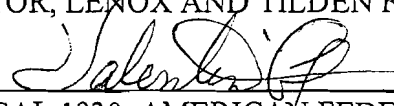
It is agreed that upon 30 days written notice by either party there will be provided no more than three reopenings of the Agreement for a discussion of wages and hours.


It is agreed that, if and when the City of New York provides health insurance coverage to salaried, part-time staff members on publicly reimbursable budget lines with work schedules of 17 1/2 or more hours per week on other than a temporary basis, upon 30 days written notice to The Library by the Union, there will be one reopening of the Agreement for a discussion of such health insurance coverage for such staff members on both City-reimbursable and private budget lines.

This Agreement shall be deemed to have been automatically renewed for a period of one year unless the Union or Library submits to the other party to this Agreement written notice of a desire to modify the contract at least 60 days before the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the beginning hereof.

  
\_\_\_\_\_  
THE NEW YORK PUBLIC LIBRARY  
ASTOR, LENOX AND TILDEN FOUNDATIONS

  
\_\_\_\_\_  
LOCAL 1930, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

  
\_\_\_\_\_  
DISTRICT COUNCIL 37, AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

BY: \_\_\_\_\_

## LETTER OF AGREEMENT

The following provisions are contained in a mutually agreed upon and accepted letter from John Mackenzie Cory, Director, The New York Public Library, to Victor Gotbaum, Executive Director, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, and/or David R. Beasley, President, Local 1930, American Federation of State, County, and Municipal Employees, AFL-CIO.

It is agreed that the following policy established in 1956 shall not be superseded by The Library's and the Union's non-discriminatory policy concerning marital status (Article II - Non-Discriminatory Policy):

### EMPLOYMENT OF RELATIVES

#### I. Purpose

Close relationship to another staff member may make it difficult for an employee objectively to discharge his or her responsibilities to The Library. For example, in the appointment of new staff members, the preparation of service reviews, transfer or re-assignment of duties, and supervisory responsibilities involving a member of his or her own family, a staff member may be predisposed to act other than solely with regard to the best interests of the Library and of the individual. Relationship of a staff member to a general officer of The Library may similarly affect the attitude of the staff member's colleagues or supervisors. Certain responsible operations relating to the control of funds, personnel actions or records, investigations and the like, must be conducted with particular freedom from personal prejudice. For these reasons, it is the practice of The Library to place reasonable limitations on the appointment of members of the same family, and within those reasonable limitations to welcome relatives to the staff.

#### II. Definition

For purpose of this policy, a "relative" of a staff member is his or her spouse, child, son or daughter-in-law, brother or sister, parent or parent-in-law. If residing in the same household as the staff member, the following will also be considered his or her "relative": grandparent,

brother- or sister-in-law, niece, nephew, aunt or uncle. A legal guardian or ward, step or half-sister or brother; and a stepparent will also be considered a "relative".

### III. Policy

a. A relative of a staff officer of the Library, whether or not residing in the same household, will not be employed or retained by The Library in any capacity.

b. Relatives will not be employed or retained in the same branch, division, or comparable unit of organization, or in positions having the relationship of supervisor and supervised staff member.

c. A relative of a staff member will not be employed or retained in any of the following offices:

Accounting Office  
Human Resources Department  
Purchasing Office  
Special Investigator's Office

d. No person related to another staff member shall be employed in any other position in The Library in which his or her relationship to another staff member may, in the interpretation of the President, be contrary to the spirit and intent of this policy.

### IV. Effect on Present Staff Members

a. The provisions of the above policy will not adversely affect a staff member in his or her current position if his or her relationship to another staff predates the establishment of the policy on February 27, 1957.

b. If, subsequent to February 27, 1956, an infringement of the foregoing provisions arises from marriage or court order (i.e., for legal adoption), the Library will attempt to make adjustments by transfer or reassignment of duties.

If an adjustment suitable both to the Library and the individuals affected cannot be made, resignation of one of the affected staff members will be required. This paragraph amends Library Administrative Memorandum 1, "Statement on Tenure".

### V. Compliances

Any staff member who has a relative in the employ of The Library, or whose relative has applied for employment by The Library, is expected to report that relationship promptly to the Human Resources Department.

LETTER OF INFORMATION

December 31, 1971

Mr. Victor Gotbaum, Executive Director  
District Council 37, AFSCME, AFL-CIO  
365 Broadway  
New York, New York 10013

Dear Mr. Gotbaum:

On June 4, 1971, in a bargaining session between The New York Public Library and Local 1930, District Council 37, AFSCME, AFL-CIO, the Library reported to the Union that the Trustees of The New York Public Library were drafting a policy statement concerning intellectual freedom and readers' rights of privacy.

The Executive Committee of the Board of Trustees approved the following statement on August 9, 1971:

Reaffirming the New York Public Library's uninterrupted concern for intellectual freedom and for readers' rights of privacy, the Board of Trustees has stated that the Library



would not disclose to anyone the names of or other information regarding readers, or identify materials called for or examined by them except on a showing satisfactory to the Library's President, or his Deputy designated for the purpose, of (a) paramount public interest or of (b) binding legal process.

Sincerely yours

John Mackenzie Cory  
Director

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE NEW YORK PUBLIC LIBRARY**

**AND**

**LOCAL 1930, DISTRICT COUNCIL 37, AFSCME, AFL-CIO**

Agreement made this 15th day of September 2008, by and between THE NEW YORK PUBLIC LIBRARY (the "Library") and DISTRICT COUNCIL 37 and its affiliated LOCAL 1930, AFSCME, AFL-CIO (the "Union" or "Local 1930"):

WHEREAS, the Library, as part of its overall strategic and reorganization plan, has created the new supervisory position of "Library Site Manager" and intends to phase out the use of Supervising Librarians in its branch library system;

WHEREAS, the Union believes that the Library Site Manager position shares a community of interest with its bargaining unit at the Library; and

WHEREAS, the Union and the Library wish to resolve any disputes regarding the effect that the creation of the Library Site Manager may have on the unit;

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. Classification of the Library Site Manager Position: The Library Site Manager position shall be considered a bargaining unit position with the job responsibilities provided for in the job description attached as Exhibit A and covered by the terms of this Agreement. Any subject not covered by this Agreement will be covered by the collective bargaining agreement.
2. Initial Staffing:
  - a. The Library will offer all current Supervising Librarians employed in a branch the opportunity to move to the Library Site Manager position at their current branch. After reclassification, Site Managers may be assigned by Library management to a Site Manager position within the system consistent with the terms of Article XX of the collective bargaining agreement. Current Supervising Librarians who accept the Library Site Manager position are referred to herein as the "Initial Site Managers." In addition, "Initial Site Managers" shall include any current bargaining unit member who is assigned as the first Library Site Manager in any one of the Library's current branches as of the date of this Agreement (Exhibit B).
  - b. Any Supervising Librarian who chooses not to accept the transfer will remain as a Supervising Librarian unless such position is eliminated for some reason other than the creation of the Library Site Manager position. This provision, however,

does not limit the Library's ability to transfer, discipline or discharge any Supervising Librarian for reasons provided for under the terms of the collective bargaining agreement. Nor, does this provision limit any other rights that such Supervising Librarian may have under the collective bargaining agreement.

- c. No current Supervising Librarian offered a Library Site Manager position will be adversely impacted financially for choosing not to accept the Library Site Manager position.
- d. Except as described above, the Library shall have sole and exclusive discretion to establish hiring criteria for the Library Site Manager position. Therefore, there shall be, among other things, no requirement that the Library Site Manager hold a Masters of Library Science or otherwise be a professional librarian. All future vacant Library Site Manager positions shall be posted in accordance with Section 1 of Article XVIII of the collective bargaining agreement, and the Library shall have the sole and exclusive right to select all future Library Site Managers from among those internal and external candidates who apply for the position.

3. Initial Appointments and Evaluation:

- a. All Initial Site Manager appointments will be for an eighteen (18) month period.
- b. During the first three (3) months of their appointment, the Library shall provide all Initial Site Managers with a supervisory/managerial training program to assist them in learning and excelling in their new job responsibilities.
- c. During the eighteen (18) month probationary period, the Library shall provide all Initial Site Managers with at least two (2) formal job assessments, using the form attached as Exhibit C. Annual performance reviews will be conducted thereafter for all Library Site Managers using the Library's then current performance evaluation form.
- d. If, at the conclusion of the eighteen (18) month probationary period, but, absent unusual circumstances, no sooner than the first formal job assessment (provided for in Paragraph 3(c) above), the Library determines, at its sole discretion, that the Initial Library Site Manager is not performing to its expectations, the Library shall reassign the individual. If the Initial Site Manager was a Supervising Librarian, the individual will be reassigned to a Supervising Librarian or other available Librarian position. Such reassigned individuals will be compensated at the then applicable Supervising Librarian pay rate. If the Initial Site Manager was not a Supervising Librarian, the terms of Article XXII, Section 2 of the collective bargaining agreement shall apply.



~~If~~ <sup>after</sup> at the conclusion of the probationary period, an Initial Site Manager is not performing to the Library's expectations, such issues will be discussed with the Initial Site Manager and documented in an appropriate manner. The Library will continue to make an effort to provide counseling and coaching (including written warnings relating to performance) to improve the Initial Site Manager's

performance. The Library agrees to inform the Union of any such performance issues with the Initial Site Managers and to, upon request, provide any performance-related documentation to the Union. If, however, the staff member fails to exhibit immediate and sustained improvement, the Library shall have the discretion to discipline or remove an Initial Site Manager from the position without the requirement of pre-disciplinary hearing or any other process or procedure. The discipline imposed with respect to such Initial Site Manager may only be appealed through an internal grievance hearing to be held within ten (10) working days. The hearing will be held before the Vice President of Staff Services or his/her designee and the decision will be rendered in writing within ten (10) working days. If the hearing is not held within the prescribed time or if the Union does not agree with the decision, the matter may be brought to arbitration pursuant to the terms of Article VIII, Step 5 of the parties' collective bargaining agreement to determine if the Library had just cause for the action.

An Initial Site Manager may request voluntarily to demote to his or her former classification in lieu of performance-related discipline; however such action is at the discretion of the Library and is only available to Initial Site Managers for a six (6) month period after the 18 month probationary period has ended.

These provisions apply only to performance-related disciplinary actions. Any other disciplinary matters will be addressed through the terms of Paragraph "3(e)" below.

- e. Except as specifically provided elsewhere in this Agreement, the Library is not bound to the pre-disciplinary procedures or processes set forth in the collective bargaining agreement with respect to Library Site Managers. Instead, the Union may appeal any discipline imposed on a Library Site Manager through an internal grievance hearing to be held within ten (10) working days. The hearing will be held before the Vice President of Staff Services or his/her designee and the decision will be rendered in writing within ten (10) working days. If the hearing is not held within the prescribed time or if the Union does not agree with the decision, the matter may be brought to arbitration pursuant to the terms of Article VIII, Step 5 of the parties' collective bargaining agreement. In reviewing the Library's decision, the Arbitrator shall determine only whether such decision was rationale under all of the circumstances of the case.
- f. Any individual who chooses not to accept a Library Site Manager position or any Initial Site Manager who is returned to a Supervising Librarian position under the terms of this Agreement shall not generally perform the duties of Initial Site Managers.

#### 4. Compensation:

- a. Initial Library Site Managers who are currently Supervising Librarians will receive one-time increases to their annual salary in accordance with the following schedule:

<b>Non-Page FTE's In The Branch</b>	<b>Increase Upon Beginning in Position</b>	<b>Salary Increase After The Successful Completion of Eighteen Months in the Position</b>
Less than 14.5	\$5,000.00	\$1,000.00
14.5 or More	\$5,500.00	\$1,000.00

- b. Initial Site Managers who are not currently Supervising Librarians will receive an annual salary that is equal to either the minimum Supervising Librarian rate or the employees current annual salary plus the increases set forth in Paragraph 4(a) above, which ever is greater.
  - c. Future Library Site Managers shall be paid at the Supervising Librarian position rate.
  - d. Library Site Managers will continue to be eligible for Service-In-Title Increments (at the Supervising Librarian level) and Librarian Service Increments (for those who have the appropriate graduate level education), but will not be eligible for Performance Based Upgrades.
  - e. No Initial Site Manager will receive a lower compensation solely as a result of accepting the Library Site Manager position.
5. Supervising Librarian Position: The Union acknowledges and agrees that the Library is not required to fill any branch Supervising Librarian position vacated by an employee accepting an Initial Site Manager position or for any other reason. The Union further acknowledges and agrees that Library Site Managers will and can perform work that was previously performed by Supervising Librarians.
6. In the event the municipal government of the City of New York objects in any way to the terms contained in this agreement, this Agreement shall be voidable at the discretion of either party.
7. Neither NYPL nor the Union will disclose the terms of this Agreement before either a joint or simultaneous release has been made.
8. This agreement shall be effective once all initial Site Managers have been appointed, but no later than January 30, 2009.

THE NEW YORK PUBLIC LIBRARY

LOCAL 1930, DISTRICT COUNIL 37

*Francis A. [Signature]*  
Date: 11/4/08

*Carol Thomas*  
Date: 12/3/02

DISTRICT COUNCIL 37, AFSCME, AFL-CIO

*Evelyn Samsel*  
Date: Dec 16, 2008

## Exhibit A

### THE NEW YORK PUBLIC LIBRARY

**Position:** Library Site Manager

**FLSA Status:** Exempt

**Eligibility Requirements:** Bachelor's degree; or an equivalent combination of education and experience. Substantial, successfully demonstrated public library experience working in a variety of responsible roles displaying administrative, supervisory, and leadership skills appropriate to the position. Successfully demonstrated commitment to providing consistent, high-quality public services. Commitment to diversity. Excellent interpersonal, oral, and written communication skills including the ability to serve as an enthusiastic ambassador for the Library. Successful experience supervising, training, and mentoring staff. Demonstrated ability to exercise sound judgment, identify and assess problems and decisively implement appropriate solutions or recommendations. Ability to work well independently and collaboratively across the Library to get things accomplished. Successfully demonstrated creativity, flexibility, and initiative in accommodating community and staff needs. Knowledge and understanding of urban library issues, library and information technologies; library policies and procedures.

**General Description:** Under the general direction of the Library Network Manager, supervises all aspects of library services at a site. Develops strategies to enhance the onsite user experience. Responsible for driving increased circulation and attendance for the site. Uses statistics and metrics to tailor services and branch staff scheduling to meet local community needs. Responsible for successful outreach with community organizations, schools, and elected officials. Responsible for the maintenance and updating of the site collection profile and communicating collection needs to the Collections Strategy Office. Plans, assigns, directs and coordinates the delivery of services. Responsible for resolving patron complaints and staff performance issues. Ensures that staff devote sufficient time to public service and site hours meet patron requirements. Collaborates with Library Network Manager, facilities and security administrators, and others to ensure that the site is well-maintained and managed and that technology is operational. Works with the respective Library Network Manager to deliver relevant community-specific programs. Ensures site staff participation in relevant and appropriate training programs. Has final authority for site schedules, money, and timesheets. Responsible for tracking timing and preparation of staff performance reviews. Serves as the hiring manager for the site and is responsible for administering personnel actions in PeopleSoft. Performs related duties as required.

**Performance Expectations:** It is expected that the **Library Site Manager** will:

- Have a strong commitment to diversity.
- Have a rigorous and attentive approach to assessment of services and future planning
- Demonstrate creativity in problem-solving
- Be a competent, magnetic ambassador for the Library
- Be flexible in accommodating community and staff needs
- Be able to assess and be decisive in ambiguous situations
- Work collaboratively across the organization to get things done
- Have knowledge of issues and challenges facing the "*Library as Place*" – the location where new and emerging information technologies and resources are combined with traditional sources of knowledge in a user-focused, service-rich environment that support's today's social and educational patterns of learning, teaching, and research.
- Maintain a strong commitment to customer service and "*radical welcome*" – one that is open, embracing, hospitable, respectful, and affirming
- Be a strong, well-respected, team motivator and mentor

## Site Manager Branches

## Exhibit B

115th Street	Kingsbridge	Van Nest
125th Street	Kips Bay	Wakefield
58th Street	Macomb's Bridge	Washington Heights
67th Street	Melrose	Webster
Aguilar	Morningside Heights	West Farms
Allerton	Morris Park	West New Brighton
Baychester	Morrisania	Westchester Square
Belmont	Mosholy	Woodlawn
Bloomingdale	Mott Haven	Woodstock
Castle Hill	Muhlenberg	Yorkville
Cathedral Branch	Mulberry	96th Street
City Island	New Amsterdam	
Clason's Point	New Dorp	<b><u>14.5 or More FTEs</u></b>
Columbus Branch	Ottendorfer	Chatham Square
Dongan Hills	Pelham Bay	Countee Cullen
Eastchester	Port Richmond	Grand Concourse
Edenwald Branch	Richmondtown	Parkchester
Epiphany	Riverdale Branch	Seward Park
FortWashington	Riverside	
Francis Martin	Roosevelt Island	
Goerge Bruce	Sedgwick	
Great Kills	Soundview	
Hamilton Fish	South Beach	
Hamilton Grange	Spuyten Duyvil	
Harlem	St. Agnes	
High Bridge	Stapleton	
Hudson Park	Throg's Neck	
Huguenot Park	Todt-Hill Westerleigh	
Hunt's Point	Tompkins Square	
Inwood	Tottenville	
Jefferson Market	Tremont	
Jerome Park	Van Cortlandt	



## The New York Public Library Performance Review

<b>Employee Name:</b>	
<b>Employee ID:</b>	
<b>Job Title:</b>	
<b>Department:</b>	
<b>Review Period End:</b>	
<b>Review Period Start:</b>	
<b>Reviewer:</b>	
<b>Reviewer Title:</b>	

### Competency Categories

#### Teamwork

Works well with other members of NYPL staff and solicits input from other staff and or departments when appropriate. Works with others to create solutions to problems.

Substantially Exceeds Expectations	Exceeds Expectations	Successfully Meets All Expectations	Partially Meets Expectations	Below Expectations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** (optional except for Substantially Exceeds Expectations or Below Expectations)

#### Communication

Listens effectively and writes and speaks clearly and convincingly. Maintains consistent and effective communication with all stakeholders and involved parties.

Substantially Exceeds Expectations	Exceeds Expectations	Successfully Meets All Expectations	Partially Meets Expectations	Below Expectations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** (optional except for Substantially Exceeds Expectations or Below Expectations)

**Quality of Work**

Work is performed accurately and on-time. Work is consistent, complete, and requires minimal checking and correction.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
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Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Organization of Work**

Manages time effectively and takes initiative, finding innovative ways to get the job done. Demonstrates self-reliance and resourcefulness.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
---	---	--	---	---

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Job Knowledge & Technical Skills**

Understands the job requirements and policy requirements. Has specific content knowledge where appropriate.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
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Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Leadership Skills**

Builds trusts and inspires confidence. Has the ability to influence, motivate, and enable others to contribute toward the effectiveness and success of NYPL.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
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Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Management (as applicable)**

Provides clear direction, vision, and feedback for staff and promotes a positive and productive work environment. Delegates responsibilities and tasks to maximize use of resources and schedules work appropriately. Understands and promotes NYPL vision and policies. Attracts, retains, and develops staff to achieve NYPL's goals and strategic objectives. Successfully implements and/or manages change.

Not Applicable <input type="checkbox"/>	Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Performance Management (as applicable)**

Provides on-going honest performance feedback to staff. Supports, develops and motivates staff. Focuses employees on critical tasks and organizational goals. Evaluates performance fairly and objectively.

Not Applicable <input type="checkbox"/>	Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Overall Job Performance Evaluation**

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
---	---	--	---	---

**Comments:**

**Goals & Accomplishments (Status Update)**

**Development**

**Employee Comments**

\_\_\_\_\_  
*Employee Signature/Date*

\_\_\_\_\_  
*Reviewer Signature/Date*

## Reviewer Comments

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# The New York Public Library

## New Goals for Next Review Cycle and New Staff

FINAL DRAFT

<b>Employee Name:</b>	
<b>Employee ID:</b>	
<b>Job Title:</b>	
<b>Department:</b>	
<b>Goals Period Start:</b>	
<b>Goals Period End:</b>	
<b>Reviewer:</b>	
<b>Reviewer Title:</b>	
<b>Next Review:</b>	

### Goals

<b>Goal:</b>	
<b>Description:</b>	
<b>Goal:</b>	
<b>Description:</b>	
<b>Goal:</b>	
<b>Description:</b>	
<b>Goal:</b>	
<b>Description:</b>	

### Signatures

\_\_\_\_\_  
Employee Signature/Date

\_\_\_\_\_  
Reviewer Signature/Date

# The New York Public Library Goals

FINAL DRAFT

Employee Name:	
Employee ID:	
Job Title:	
Department:	
Goals Period Start:	
Goals Period End:	
Reviewer:	
Reviewer Title:	
Next Review:	

## Goals & Accomplishments

Review the goals established for this review period. Please indicate goal achievements and accomplishments in terms of contributions to the department/Library and/or personal career development. Indicate any factors that hindered the achievement of a goal.

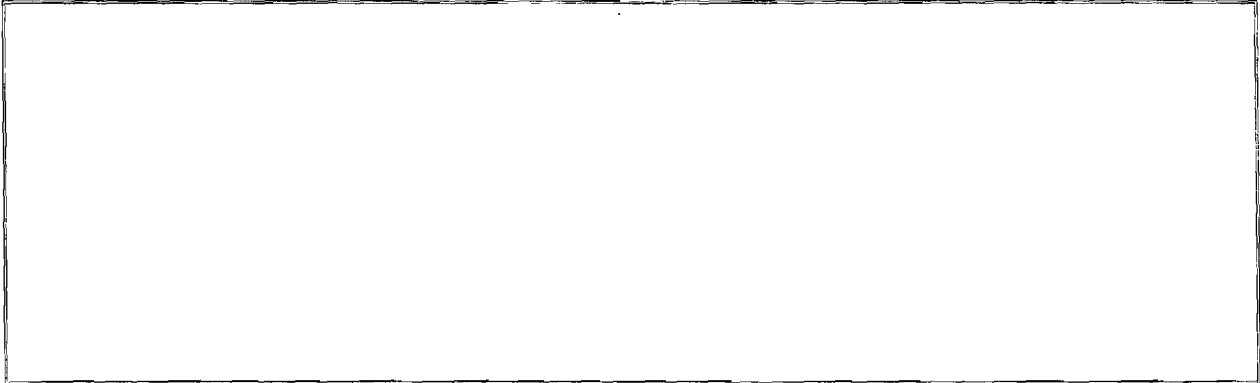
Goal:	
Accomplishment:	
Goal:	
Accomplishment:	
Goal:	
Accomplishment:	
Goal:	
Accomplishment:	

- If necessary, attach an supplemental page

FINAL DRAFT

### **Overall Performance**

Review the staff member's most recent Performance Appraisal and the success of the goals established for this review period. The importance and weight of the various performance appraisal competencies and goals will depend on the responsibilities of the evaluated position.



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*Employee Signature/Date*

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*Reviewer Signature/Date*





# The New York Public Library

OFFICE OF STAFF SERVICES • 188 Madison Avenue, 5th Floor, New York, New York 10016-4314

[www.nypl.org](http://www.nypl.org)

January 23, 2009

Nola Brooker  
Assistant Director, Professional Division

Carol Thomas  
President Local 190  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, NY 10007

Dear Nola and Carol:

This letter serves to confirm the details of what we agreed to at our meeting on November 14, 2008.

As we discussed, the Library is in the process of integrating what was once the traditional Branch and Research Library Technical Services Departments into one unit - Collections and Circulating Operations (CCO). The Technical Services units on the Branch side consist of Cataloging, Acquisitions, Branch Libraries Information Systems, Tech Shipping and Binding/Processing. The Research Libraries side of the operation consists of Acquisitions, Cataloging and Shelf/Binding.

As a result of a desk audit, it was discovered that staff on both sides of the operation are performing very similar work, but are at different pay scales. The salaries of the Branch clerical and paraprofessional titles are contractually lower than their counter parts in the Research Libraries (the Library Technical Assistant series). Therefore, in order to maintain internal equity and create a leveled salary structure in the department, we are upgrading the salaries of those clerical and paraprofessional titles on the Branch side of the Technical Services operation to that of the LTA series, where necessary.

Additionally, the titles of all CCO/Technical Services clerical and paraprofessional staff will be changed to better reflect the work that the staff members regularly perform and their job descriptions updated. Below is a table which depicts the current and proposed titles and their correlation to one another.

**Branch Job Titles****Research Job Titles****Proposed CCO Titles**

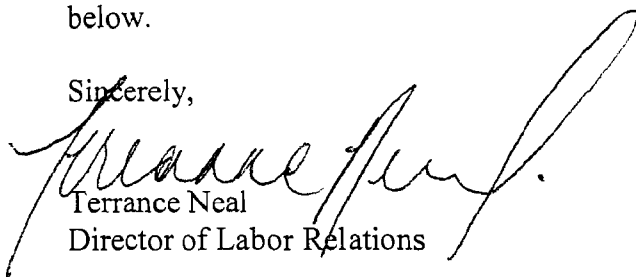
	LTA I	Collections Processing Assistant I
(Office Aide I) Office Aide III	LTA II	Collections Processing Assistant II
Office Associate I & Library Information Assistant	LTA III	Collections Processing Associate
Office Associate III & Library Administrative Associate	LTA IV	Senior Collections Processing Associate

As we agreed, the proposed titles will be recognized and represented by Local 1930 and will be bound by the terms of the existing union agreement. Additionally, all staff will maintain their seniority and the Collections Processing titles will be eligible for the longevity increments normally applicable to the LTA series.

The salary and title changes will take effect on or before January 30, 2009.

If your understanding of the above conforms to mine, please affix your signatures on the lines below.

Sincerely,

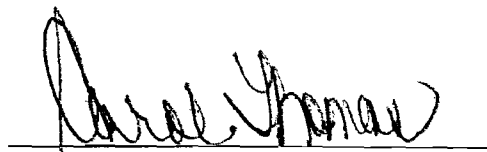


Terrance Neal  
Director of Labor Relations

Agreed:



Nola Brooker



Carol Thomas

Date: 2/4/09

Date: 2/4/09

cc: Cynthia Clark, CCO  
Deborah Trepp, CCO  
Patrick Matthews, COMP  
Lisa Riccio, DC 37